

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF RAMSEY

SECOND JUDICIAL DISTRICT

Case Type: Other Civil

Michael Davis and Megan Davis,

Court File No. 62-CV-11-7938

(Judge Johnson)

Plaintiffs,

**SETTLEMENT AGREEMENT AND
RELEASE**

vs.

Jenessa Anderson and City of St. Paul,

Defendants.

This Settlement Agreement and Release is made between Plaintiffs Michael Davis and Megan Davis and Defendants Jenessa Anderson and City of Saint Paul.

WHEREAS, Plaintiffs filed a civil complaint in this matter alleging that they were injured as a result of an automobile collision on April 22, 2010.

WHEREAS, the City of Saint Paul denied Plaintiffs' allegations;

WHEREAS, the parties wish to settle and resolve all outstanding disputes and claims between them to avoid the uncertainties and costs associated with continued litigation of the matter, and;

WHEREAS, the parties to this Agreement and Release have successfully conciliated all issues of dispute in the above-entitled matter;

NOW, THEREFORE, in consideration of the mutual promises established herein, the parties agree as follows:

1. The City of Saint Paul will deliver to Plaintiffs' attorney a check in the following amount in complete satisfaction for all damages and costs:

a. Michael Davis, Megan Davis, and their attorney, David K. Cody, The Cody Law Group, 359 Commerce Court, Vadnais Heights, MN 55127, in the amount of \$17,500.00.

2. In consideration of the above-mentioned payment and the execution of the Settlement Agreement and Release, Plaintiffs hereby fully and completely release the City of Saint Paul and all of its past and present agents, officers, employees, predecessors, successors and successors in interest of the City of Saint Paul in their official and individual capacities, of any and all claims for damages, costs and attorney's fees which Plaintiffs have or may have, whether presently known or unknown, arising in law or in equity, which were made, or which could have been made, in the above-entitled action.

3. Plaintiffs agree that upon execution of the Settlement Agreement and Release all such claims, defenses, demands, rights and causes of action which Plaintiffs now have or may have had against the City of Saint Paul, and all the past and present agents, officers, employees, predecessors and successors in interest of the City of Saint Paul in their official and individual capacities, whether currently known or unknown, arising in law or in equity, which were made, or which could have been made, in the above-entitled action, are fully released, satisfied, discharged and settled. This means that Plaintiffs release the City of Saint Paul and all employees of the City of Saint Paul from any and all claims for damages, costs and attorney's fees, known or unknown, that were or could have been brought in relation to the set of facts presented in the above-entitled action.

4. Plaintiffs agree that the terms of this Settlement Agreement and Release are binding on Plaintiffs and their personal representatives, heirs, successors and assigns. Plaintiffs

understand and acknowledge the City of Saint Paul does not admit any wrongdoing, improper action or liability for any of Plaintiffs' alleged damages.

5. The parties agree that this Settlement Agreement and Release constitutes all the agreements and understandings between the Plaintiffs and the City of Saint Paul. There are no other written or oral agreements or understandings that modify the terms set forth in this Settlement Agreement and Release.

6. Plaintiffs, by execution hereof, acknowledges that this Settlement Agreement and Release was read and explained to them by legal counsel and they understand and fully agree to each and every provision hereof.

Dated: 6-8, 2012. Michael W. Davis
MICHAEL DAVIS, Plaintiff

Dated: 6-8, 2012. Megan Davis
MEGAN DAVIS, Plaintiff

Dated: 6-8, 2012. THE CODY LAW GROUP, CHARTERED
[Signature]
DAVID K. CODY, #0017590
359 Commerce Court
Vadnais Heights, MN 55127
Attorney for Plaintiffs

Does NOT include no FRUIT
Benefits paid or payable nor
Does IT include the
potential indemnity interest
of PLAINTIFFS Minnesota no-FRUIT clause

Dated: June 12, 2012.

SARA R. GREWING
City Attorney



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